

EXHIBIT V

STATE OF NEW YORK: COUNTY OF SUFFOLK
POLICE DEPARTMENT

-----X
In the Matter of Disciplinary Charges filed by

SUFFOLK COUNTY POLICE DEPARTMENT,

STIPULATION
AND AGREEMENT

-against-

KRISTY PFLUG,
PUBLIC SAFETY DISPATCHER.

-----X
This Stipulation and Agreement between the parties, Suffolk County Office of Labor Relations, Suffolk County Police Department (hereinafter "Department"), Kristy Pflug (hereinafter "Employee"), the Suffolk County Association of Municipal Employees, Inc. (hereinafter "Union"), and the Office of the Suffolk County Attorney, is entered into in lieu of proceeding with disciplinary charges against the Employee. This Stipulation and Agreement has been reviewed and approved by the Suffolk County Office of Labor Relations and the Office of the Suffolk County Attorney, both of which represent the Department, the Suffolk County Association of Municipal Employees, Inc. (hereinafter "Union"), and by Meyer, Suozzi, English & Klein, P.C., on behalf of the Employee. In consideration of and for the mutual promises and covenants set forth herein, the parties stipulate and agree to the following:

1. The Employee pleads no contest to the Charges and Specifications dated June 3, 2013.
2. The County withdraws eleven (11) working days of the thirty day suspension, which was served from June 3, 2013 through July 3, 2013. The County will reimburse Employee for the time that was withdrawn which totals \$2,466.20. Full payment shall be made to the Employee within thirty (30) days after full execution of the agreement.
3. The County agrees to provide Employee with a neutral reference. The County will not interfere with Employee's attempt to apply for unemployment benefits. However, if requested, the County will respond to any requests made by the Unemployment Insurance Board.
4. The Employee shall execute the General Release attached hereto releasing the County from any liability whatsoever in connection with the Employee's disciplinary charges brought by the County. This Agreement shall not become effective or binding unless and until the General Release is signed.
5. The Employee enters into this Stipulation and Agreement freely and voluntarily and after sufficient consultation with counsel and Union representatives. The Employee acknowledges that no promises, aside from those contained in this Stipulation and Agreement, have been made to induce the signing of this Stipulation and Agreement. The Employee, at the time of the signing of this Stipulation and Agreement, was not under the influence of any drugs, medication or alcohol or any disability that would impair the Employee's ability to understand its terms and conditions. The Employee represents and agrees that he has received full and fair representation by the Union and

counsel in the negotiation and resolution of the Charges and the entering into this Stipulation and Agreement.

6. This Stipulation and Agreement contains the entire understanding of parties with respect to the subject matter contained herein, supersedes all prior oral or written agreements between the parties and merges all prior and contemporaneous discussions between them. This Stipulation and Agreement may not be modified or amended except by written agreement signed by all parties herein.
7. This Stipulation and Agreement may be executed in counterparts and becomes effective upon the full execution of all parties.

9/3/13

Date of Execution

Kristy Flug

9/16/13

Date of Execution

Edward Webber
Edward Webber
Commissioner
Suffolk County Police Department

9/16/2013

Date of Execution

Jennifer K. McNamara
Jennifer K. McNamara
Acting Director, Office of Labor Relations

Date of Execution

Daniel P. Farrell
Daniel P. Farrell
President
Suffolk County Association of Municipal Employees

GENERAL RELEASE**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT:**

Kristy Pflug, as RELEASOR, in consideration of and for the mutual promises and covenants set forth in a certain Stipulation and Agreement in connection with disciplinary charges brought against her by the Suffolk County Police Department, receipt and adequacy whereof is hereby acknowledged, hereby releases, discharges and holds harmless the **COUNTY OF SUFFOLK**, as RELEASEE, and any and all of the RELEASEE'S departments, divisions, agencies, agents, servants, employees, officials, assigns, heirs, executors, administrators and successors, including without limitation the Suffolk County Police Department, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day and date of this GENERAL RELEASE, including but not limited to any and all claims of any kind or any nature whatsoever which were raised, or could have been raised, in connection with the RELEASOR'S employment or service with RELEASEE arising from the disciplinary charges brought against her.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that the disposition of the foregoing claims and/or the consideration hereunder are not evidence of nor an admission of any wrongdoing whatsoever by the RELEASEE.

This Release MAY NOT be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR'S hand and seal

on the ^{3rd} day of August, 2013

September

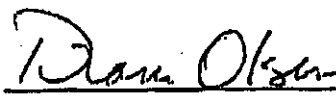
(KP)


Kristy Pflug, Releasor

STATE OF NEW YORK: COUNTY OF SUFFOLK: ss.:

On September 3, 2013 before me personally came Kristy Pflug, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that she executed the same.

DIANE OLSEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 0306169187
Qualified in Suffolk County
My Commission Expires June 14, 2016


NOTARY PUBLIC,
STATE OF NEW YORK